

# Agreement

Between

## **Monroe Township Board of Education Support Staff Agreement**

And

## **The Monroe Township Board of Education**

**July 1, 2012 – June 30, 2015**

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### **RECOGNITION**

The majority of the employees in the positions designated in the unit described below in the Monroe Township School District have designated the Monroe Township Board of Education Support Staff Association (MTBOESSA) as their representative for the purpose of collective negotiations. And, the Monroe Township Board of Education, pursuant to Chapter 123 Public Laws of 1974, as amended, recognizes the Monroe Township Board of Education Support Staff Association as the exclusive and majority representative for collective negotiations, concerning the terms and conditions of employment of the employees included in the unit described below:

- a. Secretaries and clerks in the Superintendent's Office, Assistant Superintendent's Office, Office of the Assistant to the Superintendent, Business Office, Pupil Personnel Services, Technology Department, Facilities Department, Use of Buildings and Transportation Department that are not a part of any other bargaining unit.

This unit excludes the following positions: non-supervisory teaching staff members; classroom teachers, specialists (music, art, physical education), guidance counselors, librarians, nurses, Special Services (psychologists, social workers and LDTC), special education teachers (self-contained classroom teachers, in-class support instructors and resource center teachers), speech therapist, occupational therapist and physical therapist, student assistance counselor, staff developer, athletic trainer, replacement teachers, drivers, custodial and maintenance personnel, cafeteria personnel, paraprofessionals, school secretaries, media coordinators, health benefits coordinators, security personnel and truant officers. All supervisory staff, including Superintendent, Assistant Superintendent, Business Administrator, Principals, Vice-Principals, Administrative Assistant to the Superintendent, Directors (including Facilities, SPS, Transportation, and Information Systems), Curriculum Supervisors, Department Heads, Custodial and Maintenance supervisors, cafeteria supervisors, confidential secretaries (including those to the Superintendent, Assistant Superintendent, and the Business Administrator).

1. All MTBOESSA members employed on a twelve-month basis shall be granted twelve (12) days sick leave, and three (3) days personal leave per year, while ten-month staff shall receive ten (10) days sick leave and three (3) personal days, pro-rated for less than one year. Sick leave days and personal days not used during the year shall accumulate as sick leave days. Other temporary non-accumulative leaves of absence with full pay each school year as follows:
  - a. Time necessary for appearances in any legal proceeding connected with the employee's employment, except in the case of the employee bringing suit against the Board;
  - b. Up to five (5) days at any one time in the event of the death of an employee's spouse, child, parent, brother, sister, or parent-in-law, domestic partner or any other member of the immediate family living in your home.
  - c. Up to two (2) days at any one time in the event of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent and any other member of the immediate family.
  - d. Additional bereavement leave may be granted at the discretion of the Superintendent of Schools.
  - e. Leave with pay shall be provided to any employee who is required to serve on a jury.
  - f. Other leaves of absence with pay may be granted by the Board of Education for good reason.
  - g. In case of illness to husband, wife, child or parent, up to three (3) days of the prior year's accumulated sick leave may be used for the purpose of caring for the sick family member.
  - h. Leaves taken pursuant to sections (a) through (g) above shall be in addition to any sick leave to which that employee is entitled and shall be in terms of that particular employee's work day.
2. Twelve-month support staff employees shall receive two (2) weeks vacation after completing one year of employment, prorated for less than one year of service, three (3) weeks after completing five years of employment and one (1) additional day for each year after completing 10 years of service up to 20 days for a total of four (4) weeks vacation after completing 15 years of employment. One additional vacation day for each additional year after completing 25 years of employment up to a maximum of 25 total vacation days.
  - a. Four (4) optional and two (2) floating holidays will be available for individual use. An employee must have a written request approved by their immediate supervisor

five working days in advance of using these days. A copy of the signed form must be sent to the attendance coordinator prior to use. These days do not carry over.

- b. The Central Office will be closed during winter and spring breaks and during NJEA Convention.
  - c. The Central Office will close two (2) hours early for half days when students and staff are scheduled for half days and when schools are closed. Each of the six departments will have a minimum of one employee staying until four P.M. (4:00 P.M.) That employee may arrive to work at ten-thirty A.M. (10:30 A.M.) to accommodate staying until four P.M. (4:00 P.M.) on that day or take the two hour early dismissal on another day that has been mutually agreed upon with their immediate supervisor. This clause is subject to number twenty (#20).
  - d. The Central Office will close two (2) hours early the day before Thanksgiving and the day before winter break. No one has to stay until 4:00 p.m. with the exception of Transportation that must wait until all busses are in. They may leave early on another day.
  - e. The Central Office will get an additional floater during a leap year.
3. Any support staff employee who resigns or retires after completing at least three (3) years of experience shall receive a lump sum payment for unused sick leave based on the following formula unless a special agreement has been made with the M.T.E.A. that enhances this formula. In which case, the M.T.E.A. agreement will prevail.
    - a. 12 month employee: Number of sick days unused x 25% of 1/240<sup>th</sup> of the current year's contractual salary.
    - b. 10 month employee: Number of sick days unused x 25% of 1/200<sup>th</sup> of the current year's contractual salary.
  4. Health insurance benefits authorized for employees within the M.T.E.A. bargaining unit will also be extended to the Monroe Township Board of Education Support Staff Association.
  5. MTBOESSA members seeking to enhance their professional growth by furthering their education with work relevant courses shall be reimbursed for tuition and registration fees subject to the approval of the Superintendent of Schools.
  6. A longevity stipend shall be granted of \$1,000.00 after completing 10 or more years, \$1,500.00 after completing 15 or more years, \$2,000.00 after completing 20 or more years and \$2,500.00 after completing 25 or more years of service.
  7. Employees receiving longevity and/or base adjustment shall receive said payment in the form of a separate check at the option of the employee.
  8. Summer hours during the months of July and August will be six and one-half (6 and 1/2) working hours daily including a one-half hour lunch break. Each of the six departments will have a minimum of one (1) employee staying until four P.M. (4:00

P.M.) That employee may arrive to work at nine-thirty A.M. (9:30 A.M.) to accommodate staying until four P.M. (4:00 P.M.) on that day or take the one hour early dismissal on another day that has been mutually agreed upon with their immediate supervisor. This clause is subject to number twenty (20).

9. Salary and longevity increases remain as listed for each of the three years of this contract.
10. New employees will be hired as per the Monroe Township Board of Education Support Staff Association salary guide. The Superintendent of Schools will make every effort to hire at a salary commensurate with their experience.
11. When schools are closed for snow days the Central Office will be closed.
12. MTBOESSA members will receive a paid half-hour lunch. This is not included in the seven (7) hour workday. Part-time support staff must work five (5) or more hours per day to have a paid half-hour lunch. This is not included in the hours they work per day.
13. Any new positions for the MTBOESSA will be posted and the representatives will be notified.
14. When an employee has been requested to work extra hours beyond the scheduled workday, those hours shall be reimbursed by either compensation time or monetarily paid at the choice of the employee. Compensation time may be taken at a time mutually agreed upon between the employee and their immediate supervisor. Monetarily paid time will occur when a supervisor approved timesheet or memorandum is submitted to the Payroll Office for processing.
15. Grievance Procedure – A grievance is a claim by an employee that the employee has suffered by the interpretation, application, or violation of the Monroe Township Board of Education Support Staff Association Contract, by Board policies, or by administrative decisions affecting the employee.

#### Step 1

An employee with a grievance shall first discuss it with his or her immediate supervisor. At this stage, both parties shall make a strong effort to resolve the matter informally. The employee should submit a notice, in writing, to the representatives that an informal meeting is being held.

#### Step 2

If no resolution is reached informally, then the grievance shall be reduced to writing, including the request for a meeting with the employee, a representative(s) and the immediate supervisor. Either the employee or a designated representative shall submit this to the immediate supervisor within three (3) working days of the occurrence. The above mentioned meeting shall be scheduled within five (5) working days of the grievance being received by the immediate supervisor. If the employee feels a satisfactory agreement has been reached, no further action will take place. If,

however, the employee feels no satisfactory agreement has been reached, a written decision will be given to the employee by the immediate supervisor within three (3) working days of the meeting.

### Step 3

In the event the employee feels that the grievance has not been settled at the meeting in Step 2, the employee may submit their written copy of the grievance and the immediate supervisor's written decision to the Superintendent of Schools for his or her review. The Superintendent of Schools may give a written decision within five (5) working days of receiving the grievance or shall make all attempts to meet with the employee, their representative(s) and the immediate supervisor, within five (5) working days of receiving the grievance.

### Step 4

In the event the employee feels that the grievance has not been settled at the meeting in Step 3 or by the written decision of the Superintendent of Schools, the employee may request that a meeting of the Monroe Township Board of Education Support Staff Association be called to determine if the grievance should be presented to the Board of Education.

16. MTBOESSA members may be added to the disability and spouse life insurance plan offered by the Fort Dearborn Benefits Insurance Company, or whichever company is being currently engaged, at the employee's expense. Deductions will be made from the employee's paycheck to cover the fee.
17. Part-time employees scheduled to work on specific days each week do not have to make up workdays if a legal holiday falls on their particular workday and the Central Office is closed. Examples: Memorial Day, July 4<sup>th</sup>, Labor Day, etc.
18. Employees must work one hundred and twenty days (120) to advance on the guide. Such one hundred and twenty (120) days must be with the employee physically in attendance exclusive of occasional absences.
19. When the Board is in the process of creating and/or redistributing a new position within the association, the Board will advise the MTBOESSA representatives.
20. Subject to the terms and conditions of this agreement the Monroe Township Board of Education shall have the right to exercise its regular and customary functions. Such functions shall include, but not be limited to, the management of the operation and the direction of the work force including the right to hire and discipline for just cause, to promote and demote, to increase the work force, and to determine the daily work schedule. The Monroe Township Board of Education Support Staff Association reserves the right to review, through the grievance and arbitration procedure, any question of fact.
21. Adjustment to base salary for the following:

2012 – 2013: \$1,000.00      2013 – 2014: \$1,000.00      2014 – 2015: \$1,000.00

22. Employees shall receive an annual stipend pursuant to the following: One (1) credit shall be awarded for the completion of 15 hours of Board-approved training:


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| a. Between 1 and 3 credits               | \$ 70.00 |
| b. At least 4 but fewer than 7 credits   | \$100.00 |
| c. At least 7 but fewer than 11 credits  | \$150.00 |
| d. At least 11 but fewer than 14 credits | \$200.00 |
| e. 14 or more credits                    | \$300.00 |

23. This Agreement shall be effective July 1, 2012 and shall continue until June 30, 2015.

In witness whereof this Monroe Township Board of Education Support Staff Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its president, attested by its secretary and its seal to be placed hereon, all on the day and year first above-written.

MONROE TOWNSHIP BOARD OF EDUCATION  
SUPPORT STAFF ASSOCIATION  
REPRESENTATIVES

  
Susan Palermo, Representative


  
Joseph Muszel, Representative

  
Susan Romano, Representative

Date: 10/19/12

MONROE TWP. BD. OF EDUCATION  
REPRESENTATIVES

  
Kathy Kolupanowich, President

  
Michael C. Gorski, CPA  
Board Secretary

Date: 10/19/12